

EXHIBIT 2

Cause No.

NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, A
CORPORATION DBA AIG

vs.

PRAXIS ENERGY AGENTS, L.L.C. AKA
AND DBA PRAXIS ENERGY AGENTS,
AND PRAXIS ENERGY

IN THE DISTRICT COURT

HARRIS COUNTY, TEXAS

JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, A CORPORATION, doing business as AIG, hereinafter referred to as *Plaintiff*, and files this Original Petition complaining of PRAXIS ENERGY AGENTS, L.L.C., a Limited Liability Company, also known as, being the same entity as and doing business as PRAXIS ENERGY AGENTS, AND PRAXIS ENERGY, hereinafter referred to as *Defendant*, and for cause of action would show unto the Honorable Court:

¶.

Plaintiff affirmatively pleads that it seeks monetary relief over \$250,000.00 but not more than \$1,000,000.00. Plaintiff intend to conduct discovery under Level 2 of the Texas Rules of Civil Procedure.

¶.

Venue is appropriate as all or a substantial part of the events or omissions giving rise to this claim occurred in Harris County.

PRAXIS ENERGY AGENTS, L.L.C., a Limited Liability Company, also known as, being the same entity as and doing business as PRAXIS ENERGY AGENTS, AND PRAXIS ENERGY, may be served with citation by delivering the citation to THEODOSIOS KYRIAZIS, registered agent for service or to any Manager or Member of the Limited Liability Company at

2603 AUGUSTA DR STE 1260, HOUSTON, TX 77057 or at 1725 HUGHES LANDING BLVD STE 890, SPRING, TX 77380 or wherever he may be found.

III.

That on or about January 6, 2016, for valuable consideration, the Defendant entered into an Insurance Policy more specifically described in said Policy. A copy of the Policy is attached hereto and marked Exhibit "A" and made a part hereof for all purposes as if set out herein verbatim. According to Section V.(H) of said Policy, the Defendant was required to subrogate Plaintiff to all of the Defendant's rights of recovery against any person or organization, and required to execute and deliver all instruments and papers and do whatever necessary to secure Plaintiff's rights.

IV.

Plaintiff paid a claim to Defendant pursuant to the policy, as evidenced by the check attached hereto and incorporated herein as Exhibit "B". Subsequently, the entity responsible for the claim entered into an insolvency proceeding. In violation of Section V.(H) of the Policy, Defendant failed to either file a claim in said insolvency proceeding, or to furnish Plaintiff with the necessary instruments and papers to enable it to file a claim directly. As a result of Defendant's failure to act per the Policy provisions, Plaintiff is entitled to a refund of the amount paid to Defendant on the claim, specifically \$285,988.70, together with interest and attorneys' fees as hereinafter alleged.

V.

That Plaintiff has made written demand upon the Defendant for payment of said account, more than thirty (30) days prior to the filing of this Petition, and that Plaintiff would show the Court that the recovery of attorneys' fees is authorized, made and provided, under and according to the provisions of Chapter 38, Texas Civil Practice and Remedies Code, the agreement between the parties, and the principles of equity. Plaintiff further sues Defendant for reasonable attorneys' fees, inasmuch as Plaintiff has been required to employ the undersigned attorneys to file

this suit and has agreed to pay them a reasonable fee for their services, all of which Plaintiff alleges to be at least the sum of \$95,330.00.

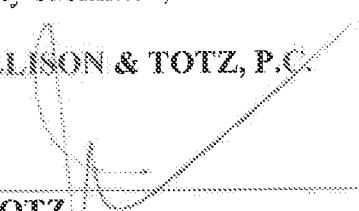
VI.

REQUEST FOR DISCLOSURE

Under Texas Rule of Civil Procedure 194, Plaintiff requests that Defendant disclose, within fifty (50) days of the service of this request, the information or material described in Rule 194.2.(a)-(k), Tex.R. Civ. P.

WHEREFORE, premises considered, your Plaintiff prays unto this Honorable Court that the Defendant be cited to appear and answer herein, and that upon a final hearing hereof, Plaintiff do have and recover judgment against Defendant, in the sum and amount of \$285,988.70 together with interest thereon at the rate of six percent (6%) per annum from the 30th day after each invoice came due to the date of Judgment, costs of court, reasonable attorneys' fees as hereinabove alleged, statutory interest at the rate for Judgments prevailing in the State of Texas at the time the Judgment is entered on the total amount of the Judgment until paid, and for such further and other relief, general or special, in law or in equity, to which Plaintiff may be entitled.

Respectfully submitted,


TOTZ ELLISON & TOTZ, P.C.

By:

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ATTORNEYS FOR PLAINTIFF

LAW OFFICES OF
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 A Professional Corporation
 2211 N. Loop 1604, SUITE 510, HOUSTON, TX 77098-4896
 PHONE (713) 275-8383
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STATE OF New York

COUNTY OF Erie

BEFORE ME, the undersigned authority, on this day personally appeared Robert M. Tharish, who, being by me duly sworn, states on oath that he is the Authorized Agent of Praxis Energy Agents LLC

1. An individual trading as Praxis Energy Agents LLC
2. Agent of Praxis Energy Agents LLC, a partnership, and that Praxis Energy Agents LLC is duly qualified to make this affidavit.
3. Agent of AIG National Marine Life Insurance Company of New York Inc., a Corporation United States Company Limited Partnership, duly incorporated and existing under and by virtue of the laws of the State of Brooklyn, with its principal office and domicile in the City of New York, County of New York and State of New York, and is duly qualified and authorized to make this affidavit.
4. That the foregoing and annexed account, claim, and cause of action is in favor of AIG National Marine Life Insurance Company of New York Inc. and against PRAXIS ENERGY AGENTS LLC, a limited liability company, also known as, being the same entity as Praxis Energy Agents LLC and doing business as PRAXIS ENERGY AGENTS and PRAXIS ENERGY in the sum of 285,788.70 dollars is within the personal knowledge of affiant just and true, that it is due, that all just and lawful offices, payments and credits have been allowed, and that the facts in this affidavit are true.

SWORN TO AND SUBSCRIBED BEFORE ME, this 30th day of October, A.D. 2020.

(Notary Seal)

Shanaya Lewis
 SHANAYA LEWIS
 Notary Public, State of New York
 County of Erie, State of New York
 Commission Expires: 10/20/2023

Notary Public
 NOTARY PUBLIC IN AND FOR THE
 STATE OF New York
 My commission expires 10/20/2023

IN AN OFFICIAL, COMPLETE PARAGRAPH 1. IF AFARENDING, COMPLETE PARAGRAPH 2. IF COMPLETED, COMPLETE PARAGRAPH 3.
 THE SECTION OF AFFIRMATI AND PARAGRAPH 4 MUST BE COMPLETED. AFFIRMATI MUST BE SIGNED AND NOTARIZED.



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office
this August 27, 2021

Certified Document Number: 93453157 Total Pages: 4

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com